

**AGREEMENT TO PROVIDE MEALS**  
Between Revolution Foods, Inc. and Chabot ECE Lab School

<b>Meal Vendor:</b> Revolution Foods, Inc. 2400 Grant Street, San Lorenzo, CA 94580
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<b>Receiving Sponsor:</b> Chabot ECE Lab School 25555 Hesperian Blvd, Hayward, CA 94545
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<b>Agreement Number:</b>	<b>Vendor Number:</b>
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This agreement made this September 23, 2019 between the Meal Vendor, Revolution Foods, Inc. ("Revolution Foods") and the receiving sponsor, Chabot ECE Lab School ("Chabot ECE"), is created for the purpose of providing: (check  all that apply)

- Breakfast under the Child and Adult Care Food Program for ages 1-2, 3-5 years
- Lunch under the Child and Adult Care Food Program for ages 1-2, 3-5 years
- Snack under the Child and Adult Care Food Program for ages 3-5, 6-18 years
- Supper under the Child and Adult Care Food Program for ages 6-18 years

It is hereby agreed that:

**A. Statement of Work**

Revolution Foods will provide meals to Chabot ECE that comply with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child and Adult Care Food Program. Chabot ECE will be responsible for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Chabot ECE schools.

Both Revolution Foods and Chabot ECE will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the Child and Adult Care Food Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by Revolution Foods and Chabot ECE with bearing to the agreement will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.

Additional details on Revolution Foods operating procedures can be found in the School Handbook.

**A.1. Meal Ordering and Meal Components**

- a. The number of meals prepared by Revolution Foods will be determined by the quantity ordered by Chabot ECE. Chabot ECE will notify Revolution Foods of the quantity needed for each week no later than 5:00 p.m. of each Tuesday for the following week of service. Chabot ECE will place orders using Revolution Foods online ordering system.
- b. Revolution Foods will provide the following in sufficient quantity for the number of meals ordered:
  - Entrées will be provided in family-style bulk
  - Sides including fruits and vegetables will be provided in bulk
  - White milk for ages 3-5: choice of 1% or nonfat, provided in individual cartons
  - White milk for ages 1-2: whole milk provided in half gallon jugs
  - 1:1 ratio of eating utensils and napkins
  - Serving utensils as needed
  - Paper plates for family style lunch service
  - Condiments as designed with the meal

- c. **Field Trips:** Revolution Foods will provide Chabot ECE with sack lunches for field trips when requested at the standard order time of no later than 5:00 p.m. of each Tuesday for the following week of service.
- d. **Special Scheduling:** Special scheduling of meal serving times will require two weeks advance notice. Fees may apply.
- e. Refer to Section C – Meal Price and associated assumptions, and Section D – Fees.

#### **A.2. Delivery and Service of Meals**

- a. Revolution Foods will transport meals from the preparation site to the school site. The delivery time to Chabot ECE will be agreed upon by both parties.
- b. Revolution Foods will provide all of the equipment necessary to transport the meals to Chabot ECE. Chabot ECE shall make available for next day pickup any and all property owned by Revolution Foods.
- c. Chabot ECE will provide all personnel necessary to accept delivery, serve, and supervise the consumption of meals.
- d. See attached Exhibit A: Sites Where Program Will Operate.

#### **A.3. Equipment and Care of Meals**

- a. Revolution Foods will be responsible for the condition and care of meals until Chabot ECE accepts delivery and, thereafter, Chabot ECE will be responsible for maintaining the proper temperature of the meal components until they are consumed.
- b. Chabot ECE shall be responsible for providing all equipment at Chabot ECE location(s) needed for Revolution Foods to provide Services.

#### **A.4. Holidays**

Revolution Foods will not provide hot food service for the following holidays. Revolution Foods will notify Chabot ECE should holidays change. Revolution Foods may offer a shelf stable meal for any or all of these listed holidays and will work with interested parties to make specific arrangements.

- November 28-29, 2019 – Thanksgiving
- December 23-27, 2019 – Winter Holiday
- January 1, 2020 – New Year’s Day
- January 20, 2020 – Martin Luther King Jr. Day
- May 25, 2020 – Memorial Day
- July 4, 2020 – Independence Day

#### **A.5. Monthly Menu Planning**

- a. No later than one (1) week prior to the end of each month, Revolution Foods will provide to Chabot ECE a monthly menu covering the meals to be served for the following month. Revolution Foods will provide menu documentation no later than one (1) week in advance of service upon written request. This will include:
  - Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns following the Child and Adult Care Food Program for lunch for ages 1-2, and 3-5 years.
  - Carbohydrate Report to assist parents and staff in ordering for students with diabetes.
  - Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.

- b. Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Revolution Foods will communicate the need in writing.
- c. Students with special dietary needs must have on file a signed statement by a medical doctor or a recognized medical authority. Revolution Foods accommodates special needs only regarding food allergies resulting from the (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree-nut, fish, shellfish, egg, and wheat. Revolution Foods is not capable of modifying texture, providing items outside of those we source (i.e. nutritional supplements), or changing the nutritional profile of individual menu items or foods to meet any of the needs associated with disabilities. These types of accommodation must be addressed at the school level, by Chabot ECE. As mutually agreed upon, there may be an additional charge for meal accommodations outside the vegetarian and dairy-free meal alternatives.

**A.6. Records and Audit**

- a. Chabot ECE will conduct the free and reduced-price application process, including the distribution, review, approval, and verification of applications for the sites belonging to Chabot ECE. All applications and eligibility requirements will be handled at the site by Chabot ECE. Chabot ECE is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
- b. Revolution Foods will maintain all necessary records on the nutritional components and quantities of the meals delivered to Chabot ECE and make said records available for inspection by Chabot ECE, State and Federal authorities upon written request. Revolution Foods will retain records for a period of three years from the date of final payment hereunder; except that if any audit finding has not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
- c. Revolution Foods will provide to Chabot ECE document requisition support in the event of an audit by the State Department of Education, or local governing entity for reimbursable Child Nutrition Programs, including Administrative Review circumstances. Chabot ECE shall be responsible for notifying Revolution Foods within three (3) business days of receiving any information from a State Agency of an audit, technical assistance or other action. Chabot ECE shall be responsible for forwarding the complete written notification from the governing entity so that Revolution Foods is positioned to best support the requisition request and tailor the support to exactly what is required. Typical document requisition in a formal audit includes support with menus, production records, recipes, labels and product formulation statements.

**A.7. Licenses and Permits**

- a. Revolution Foods will prepare meals at a site that maintains the appropriate state and local health certifications for the facility, and will maintain certification at all times.
- b. Chabot ECE shall have state or local health certifications as needed for each of their school sites and shall maintain certification for the duration of the agreement.

**B. Agreement Period**

Base Year: This agreement will begin on November 1, 2019 and will end October 31, 2020.

**C. Meal Price**

Revolution Foods will charge Chabot ECE the following:

Meal	# of Full Serving Days	Average Minimum # of Meals per Day	Price per Meal
Lunch (ages 1-2, 3-5)	100	65	\$3.30

### **C.1 Assumptions**

Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitation, changes to the following assumptions, the financial terms of the Agreement shall be adjusted to compensate for such change through a formal contract revision or addendum. All pricing arrangements will remain confidential between Chabot ECE and Revolution Foods.

- a. Changes in Chabot ECE's policies, practices and service requirements shall result in an appropriate adjustment.
- b. The annual number of full serving days shall not be less than the numbers specified above.
- c. Menu patterns follow the Child and Adult Care Food Program for ages 1-2 and 3-5 years for lunch.
- d. There shall be no competitive food and beverage sales during the meal service times for breakfast, lunch, snack and/or supper. Competitive foods are defined as all foods not provided by Revolution Foods during the assigned meal period for the duration of the contract. Suspended service shall result in damages paid to Revolution Foods in the amount equal to the average minimum number of meals per day multiplied by the number of days of suspended service multiplied by the price per meal affected.
- e. Chabot ECE and its representatives, including principals, teachers and staff, shall fully cooperate with Revolution Foods in the implementation of the food program.
- f. Legislation, regulations and reimbursement rates that create changes in the nonprofit food service shall remain consistent.
- g. The government reimbursement rates in effect as of July 1 shall remain consistent throughout the year.
- h. Changes to meal components and quantities required by the United States Department of Agriculture shall result in an appropriate adjustment.
- i. See Exhibit A: Sites Where Program Will Operate. This list may be added to or deleted from as appropriate upon mutual agreement.
- j. Revolution Foods meals are not intended or labeled for retail sale.

### **D. Fees**

Fees described below shall apply to each affected delivery site location(s) as listed in Exhibit A: Sites Where Program Will Operate. Fees charged to Chabot ECE shall not be paid from the non-profit school food service account pursuant to 2 CFR 200.441. Fees shall be paid from Chabot ECE's general funds.

#### **D.1. Calendar Management**

- a. Chabot ECE shall provide Revolution Foods with a calendar for the school year no later than thirty (30) days prior to the beginning of service. Failure of Chabot ECE to provide Revolution Foods with the calendar thirty (30) days prior to the beginning of service will result in a \$50 fee. Failure to provide the calendar prior to the service start date will result in a \$250 fee. At a minimum, the calendar shall provide the following:
  - Field trip days
  - Minimum days
  - Testing days
  - Days in which meal participation is expected to be less than 50% of the norm
  - Days in which meals will not be ordered and the reason

- b. Chabot ECE shall block out non-service off-days accordingly for each site no later than thirty (30) days prior to the beginning of service using the systems and tools provided by Revolution Foods' online ordering system. Revolution Foods may block out non-service off-days on behalf of Chabot ECE and will charge a \$250 fee.
- c. Chabot ECE shall notify Revolution Foods of additional events not captured on the initial calendar in which meal times or normal operations may be affected for the following month. For example, Chabot ECE shall notify Revolution Foods by September 1<sup>st</sup> for events occurring in October. Failure of Chabot ECE to notify Revolution Foods of additional events will result in a fee equal to 50% of the meal price times the average minimum number of meals per day as listed in Section C for the applicable meal. If the average minimum number of meals per day is a combined minimum across multiple delivery sites, the number shall be divided evenly across sites for the purpose of this calculation only.

**D.2. New Order Placement after Deadline**

- a. New orders placed after the stated deadline of Tuesday 5:00 p.m. will be charged the following:
  - First time orders placed after the deadline will not incur an additional charge.
  - Late order placements occurring the second and third time will incur a \$50 charge.
  - Late order placements occurring on/after the fourth incident will incur a \$100 charge.
- b. As a valued partner, Revolution Foods will do its best to accommodate the request. All late orders are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

**D.3. Order Increase**

- a. Order increases made after the stated deadline of Tuesday 5:00 p.m. will be charged the full applicable meal price listed in Section C plus an additional \$50.
- b. Revolution Foods will do its best to accommodate the request. Order increases are subject to product availability – Revolution Foods may suggest an alternative meal if the requested meal is not available.

**D.4. Order Cancellation or Decrease**

Because food is prepared fresh daily, Revolution Foods reserves the right to charge either a portion or the full price per meal for any order cancellations or decreases.

- a. Revolution Foods understands that extenuating circumstances may occur in which Chabot ECE shall have a need to decrease the number of meals ordered. Revolution Foods will partner with Chabot ECE to accommodate order decreases that occur after the stated deadline of Tuesday 5:00 p.m. in which meals are not needed within 48 hours. The order decrease shall not exceed 50% of the original order.

Order decreases occurring on/after the fourth incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

- b. For cancellations and decreases that occur after the stated deadline of Tuesday 5:00 p.m., and within 48 hours of when meals are to be delivered:
  - First time order cancellations and decreases will be charged 50% of the applicable meal price listed in Section C.
  - Second time order cancellations and decreases will be charged the full applicable meal price listed in Section C.
  - Order cancellations and decreases occurring on/after the third incident will incur the full applicable meal price listed in Section C plus an additional 10% surcharge.

**D.5. Convenience Fee**

Revolution Foods reserves the right to charge a convenience fee of up to 10% per meal for changes after the stated deadline of Tuesday 5:00 p.m. that affect operations, but do not result in an increase or decrease in the number of meals originally ordered. An example of this may be changing regular lunch meals ordered to fieldtrip lunches.

**D.6. Supplies**

As stated in Section A.1 for Meal Ordering and Meal Components, Revolution Foods will provide the necessary utensils, napkins, paper supplies and condiments in sufficient quantity for the number of meals ordered. Any depletion of supplies outside the meal program will be charged to Chabot ECE at full case value.

**D.7. Inclement Weather**

- a. **Forecasts Calling for Next Day Inclement Weather** – Chabot ECE must contact the Revolution Foods' designated contact via telephone or email (in non-urgent cases) to report possible weather interruptions.
- b. **For All Schools Initiating Weather Closure Process** – Revolution Foods will offer to refund the cost of the meals ordered *if cancelled by 10:00 a.m. preceding the day of delivery. Meals cancelled between 10:00 a.m. and 5:00 p.m. preceding the day of delivery will receive a 50% refund.*
- c. **Local Announcement that School(s) will Remain Closed For Consecutive Days** – Chabot ECE must contact Revolution Foods each day of closure by 10 AM to determine plans for the following day and to discuss the upcoming menus and delivery schedule for the when classes resume. The same weather related order cancellation and refund policy applies. Menus are subject to change.
- d. **Communication to School Administrators** – To best serve students' needs, all communication to Revolution Foods regarding cancellation of planned meal services must be made in email/writing to the designated Revolution Foods contact. In the event that the school is open but road conditions are poor, Revolution Foods will do everything in its power to ensure that students have access to healthy, fresh meals in time for normal meal service. To do so, Revolution Foods reserves the right to alter routes and delivery times at its discretion. Revolution Foods team will work with Chabot ECE closely to ensure coordinated delivery in this instance.

**E. Payment Terms**

Revolution Foods will issue itemized electronic invoices for the full cost of the breakfast, lunch, snack and/or supper, plus any additional items ordered, including, but not limited to, milk, snack items, additional utensils, supplies, and any other applicable fees. Chabot ECE shall submit payment to Revolution Foods in such form as required by Revolution Foods within thirty (30) days of receipt of Revolution Foods invoice.

Revolution Foods reserves the right to charge up to a seven percent interest rate (compounded monthly) on any balance left unpaid on an invoice. No food service account funds shall be used for payment of interest or late fees. For avoidance of doubt, failure to pay an invoice is considered a material breach of this agreement.

No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet the specifications, or do not otherwise meet the requirement of the agreement. However, no deduction will be made unless Chabot ECE provides to Revolution Foods in writing of the meal service for which the deduction is to be made, specifying the number of meals for which Chabot ECE intends to deduct payment and setting forth the reasons for the deduction. Chabot ECE shall provide such notice no later than twenty-four hours after the date the meal was served. Chabot ECE shall keep evidence of food items for inspection by Revolution Foods. Credit may be withheld without proper evidence.

**F. Confidentiality and Rights In Data**

During the term of this agreement, Revolution Foods may grant to Chabot ECE a nonexclusive right to access certain proprietary materials of Revolution Foods. Chabot ECE shall not disclose any of Revolution Foods' trade secrets or other confidential

information, directly or indirectly, during or after the term of the agreement. Chabot ECE shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods. All trade secrets and other confidential information shall remain the exclusive property of Revolution Foods and shall be returned to Revolution Foods immediately upon termination of the agreement. Chabot ECE shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by Chabot ECE, Chabot ECE specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Revolution Foods and not Chabot ECE. Furthermore, Chabot ECE's access or use of such software shall not create any right, title interest, or copyright in such software and Chabot ECE shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Revolution Foods shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, Chabot ECE shall not disclose any of Revolution Foods' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Chabot ECE shall not photocopy or otherwise duplicate any such material without the prior written consent of Revolution Foods.

As used in this Agreement, Revolution Foods' "Confidential Information" shall mean any and all technical and non-technical information disclosed or provided to Chabot ECE by or on behalf of Revolution Foods in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, products and/or services, pricing plans/data, business or commercialization plans, customer lists, project records, market data/reports, employee lists or compensation information, supplier and vendor lists, architectural reports, blueprints, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, forms, policies and procedures, ideas, studies not generally made available to the public.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure.

Any discovery, invention, software, or programs paid for by Chabot ECE shall be the property of Chabot ECE.

This provision shall survive termination of this agreement.

#### **G. Indemnity**

Revolution Foods agrees to defend, indemnify and hold harmless Chabot ECE and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Revolution Foods in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

Chabot ECE agrees to defend, indemnify and hold harmless Revolution Foods and its directors, officers and employees for claims for death, bodily injury and damage to tangible property caused by the sole negligence or a wrongful act of Chabot ECE in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.

#### **H. Limitation of Liability**

Excluding either party's obligations in Section G above, in the event either party incurs any expenses, damages or other liabilities in connection with the performance or non-performance of any term or provision hereof or otherwise incurs indemnification obligations under this section, such party's liability to the other party shall not exceed the payments actually

paid to Revolution Foods over the previous twelve months. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

**I. Insurance**

Chabot ECE will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate. If requested, Chabot ECE will provide Revolution Foods with proof evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Revolution Foods.

Revolution Foods will keep and maintain commercial general liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any liability resulting from incidents of improper product preparation, contamination or transport and will provide Chabot ECE with a certificate, upon request, evidencing insurance in the amount, naming Chabot ECE as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Chabot ECE.

**J. Termination**

1. Either party may terminate this agreement for cause:
  - a. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving fifteen (15) days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
  - b. Immediately if either party becomes insolvent or becomes the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
2. Either party may terminate this agreement at any time by giving sixty (60) days written notification to the other party, setting forth the reason and the effective date of termination. Upon such termination, Chabot ECE and Revolution Foods shall make settlement of all amounts due hereunder as follows.
3. The following shall occur upon termination, whether by cause or convenience:
  - a. Revolution Foods shall be paid according to the invoice issued to Chabot ECE for all meals and services provided through the effective termination date of service.
  - b. Chabot ECE shall pay Revolution Foods all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.
  - c. For payments in dispute, Chabot ECE and Revolution Foods shall determine on a case-by-case basis the most equitable solution to both parties.
  - d. The total sum to be paid to Revolution Foods shall not exceed the total agreement price plus settlement costs, reduced by the amount of payments otherwise made, and the agreement price of work not terminated.
  - e. Chabot ECE will return all equipment owned by Revolution Foods immediately upon stoppage of service.

**K. Force Majeure**



Neither Revolution Foods nor Chabot ECE shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by “force majeure”. As used in this agreement, “force majeure” means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality.

If any of the above causes an inability for Revolution Foods to deliver meals, Chabot ECE will not be responsible for the cost of un-delivered meals. However, Revolution Foods may suggest an alternative meal solution e.g. delivery from a local sandwich shop, in which case, Chabot ECE shall be fully responsible for payment of the alternate meal solution unless otherwise noted. Chabot ECE shall also be fully responsible for meals delivered but damaged by any of the above causes.

**L. Severability**

To the extent that this agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

**M. Survival of Certain Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.

**N. Entire Agreement; Modification and Amendment**

This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the subject matter in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.

This Agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this agreement on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this agreement that is properly executed and approved in accordance with applicable law.

**O. Cooperation of the Parties**

Revolution Foods and Chabot ECE agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.

Any material changes to contract requests will require a formal contract revision or addendum and prices will be adjusted accordingly.

**P. Assignment**

In the event all or substantially all of Revolution Foods' assets are acquired by another company, Revolution Foods shall notify Chabot ECE in writing. Within 30 days, Chabot ECE has the right to continue service under the guidance of the acquirer, or terminate the agreement, effective immediately.

**Q. Choice of Law**

This agreement shall be construed and governed by the laws of the State of California. Any suit relating to this Agreement shall be instituted in a state or federal court in the State of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.

**R. Section Headings**

The section headings or titles are for convenience only and shall have no substantive effect in the interpretation of the agreement.

The parties hereto are fully authorized and have executed this agreement:

Name and Title of Revolution Foods Official	Telephone Number
Alvin Crawford, Senior Vice President of Sales and Customer Success	(510) 421-1965
Signature of Revolution Foods Official	Date
Name and Title of Chabot ECE Official	Telephone Number
Signature of Chabot ECE Official	Date

Attached Exhibits:

- A. Sites Where Program Will Operate

**EXHIBIT A:  
SITES WHERE PROGRAM WILL OPERATE**

Site Name	Site Address	Enrollment
Chabot ECE Lab School	25555 Hesperian Blvd, Hayward, CA 94545	